



सत्यमेव जयते

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Account Reference	: NONACC (SV)/ uk1203704/ JWALAPUR/ UK-HD
Unique Doc. Reference	: SUBIN-UKUK120370426465818222772T
Purchased by	: HEMA FOUNDATION
Description of Document	: Article Miscellaneous
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: HEMA FOUNDATION
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PRIMA  
Tribhuvan Lal Singh  
Tribhuvan Lal Singh

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Ag 15/12/21  
2021/12/21

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 22nd Day of December Two Thousand and Twenty One (22-12-2021).

### BY AND BETWEEN

**Gurukula Kangri (Deemed to be University)** having its address at Haridwar PIN: 249404 Uttarakhand, represented herein by its Vice-Chancellor, Prof. Roop Kishore Shastri (hereafter referred as '**First Party/the institution**') which expression, unless excluded by or repugnant to the subject or context shall include its successors –in – office, administrators and assigns).

### AND

**Hema Foundation**, a NGO registered in India, having its address at: **Ram Ratna House, Oasis Complex, P B Marg, Worli, Mumbai – 400013**. (Hereinafter referred to as '**Second Party**', company which expression, unless excluded by or repugnant of the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**')

### WHERE AS:

- A. First Party is a Deemed to be University which was founded on 4<sup>th</sup> March 1902 by the Arya Samaj Sanyasi Swami Shradhdhanand who was follower of Dayanand Saraswati with the sole aim to revive the ancient Indian Gurukul system of education. It is one of India's oldest leading education, development and philanthropy foundation comprising universities, higher education institutions, schools, academies and centres of research and excellence. This Institution was established with the objective of providing an indigenous alternative to Lord Macaulay's education policy by imparting education in the areas of vedic literature, Indian Philosophy, Indian culture, modern science and research.
- B. **Hema Foundation**, the Second Party, is engaged in imparting moral education & inculcating values in children. **Hema Foundation** is the philanthropic arm of the Ram Ratna Global. Hem Virtues, the e-learning platform of Hema Foundation instills values by means of infotainment and extra-curriculum learning.
- C. Both Parties, desire to sign an MOU for advancing their mutual interests;

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby, the Parties agree as follows:

## CLAUSE-1: CO OPERATION

- 1.1 Both parties are united by common interest and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable students training systems.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE-2: SCOPE OF THE MOU

- 2.1 **Registration of students:** First party will be introducing Hem Virtues platform in/to all the students, faculties and campuses under its jurisdiction through notifications on website and circulation in its campuses. The students enrolled with the First Party will be given opportunity to register itself/themselves on the Hem Virtues Platform. The students will receive a Unique Login ID and Password on their registered mobile number. The Deans/Heads/Co-ordinators will receive their respective login details for assessments.
- 2.2 **Trainings Workshops and Conferences:** The Second Party will conduct workshops and training sessions for teachers and students on how to use Hem Virtues effectively. Both the Parties shall cooperate each other and jointly organise workshops and webinars on "Value Education" for educators, professionals, counsellors, teachers, students and parents as well as shall jointly organise national and international conferences on Value Education and Value Based Psychology.
- 2.3 **Research Guidance:** First party will provide guidance to the Second Party on conducting researches in the field of Value Education and also to undertake research projects under DST and other government departments
- 2.4 First party will provide consultancy to the Second Party to include Vedic aspects of Value Education in their curriculum.
- 2.5 First party will provide guidance to the Second Party to prepare MOOC/e-courses on Value Education which can be uploaded on Swayam portal.

- 2.6 First party will help the second party to develop Credit Based system for courses.
- 2.7 First party will help the second party to design courses which can provide employment opportunities in various industries and organisations in the field of Value Education.
- 2.8 **No costs involved:** The second party will be providing its entire content - Short Films, Informative Videos, MCQs and Fun Filled Activities on its platform absolutely without any charge to the First Party and its campuses in e-format only.
- 2.9 **Certification:** Upon successful completion of each value the second party will be providing Hem Virtues e-Certificates to each student based on the First Party's recommendations. The e-Certificates will be jointly signed by both the parties.
- 2.10 **Report and Feedback:** The first party vide the second party will be providing performance enhancement and feedback report to the students and the parents. This report will help schools and parents in understanding how well the children have incorporated the values in their lives.
- 2.11 **Internal Assessments:** In order to motivate students to participate in the Hem Virtues program with enthusiasm and keen interest, the first party may also include Hem Virtues for a section of their internal assessments markings. The new National Education Policy also stresses upon Affective and Psychomotor skills along with Cognitive for Internal Assessments and that's what Hem Virtues has to offer.
- 2.12 **Guest Lectures:** Second Party may extend the necessary support to deliver guest lecturers to the students of the first party on the moral value education.
- 2.13 **Faculty Development Programmes:** Second Party may train the Faculty of First Party for imparting moral and value education.
- 2.14 **Participation in Events:** Students and Faculties of the First Party shall be allowed to participate in the events, activities conducted by the Second Party to further facilitate the inculcation of values and morals.
- 2.15 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programmes on the terms specified herein and sign separately negotiated terms of engagement before commencing the items mentioned in the scope of this MoU.
- 2.16 There is no financial commitment on the part of Gurukula Kangri (Deemed to be University), and Hema Foundation to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE-3: INTELLECTUAL PROPERTY**

- 3.1. Nothing contained in this MoU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know – how, inventions, patents, copy rights and designs) of the other Party. Both parties may, in their brochures or website or other documents use the name and logo of the other party for the purpose of mentioning the existence of their contractual relationship.

### **CLAUSE-4: VALIDITY**

- 4.1. This MoU will be valid for five years or until it is expressly terminated by either Party.
- 4.2. Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the events of Termination, both parties shall discharge their obligations accrued before the termination. This MoU may also be terminated anytime by the mutual written consent of the parties.

### **CLAUSE-5: RELATIONSHIP BETWEEN PARTIES**

It is expressly agreed that Gurukula Kangri (Deemed to be University) (First Party) and Hema Foundation (Second Party) are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party, except for the purposes as agreed herein. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

### **CLAUSE-6: DISPUTE SETTLEMENT**

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at Haridwar, Uttarakhand. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction of the Courts at Haridwar except jurisdiction for any injunctive relief, which shall lie to appropriate courts having jurisdiction.

### **CLAUSE-7: MISCELLANEOUS**

This Agreement will bind and inure to the benefit of the Parties and their successors and assigns. This document contains the entire agreement between the Parties with respect to the subject matter of this Agreement. No Party will have any obligation, express or implied by law, with respect to trade secret or proprietary information of any other Party except as set forth in this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any

obligation waived, except by writing signed by both Parties. Both parties here by expressly agrees that they will not use this association for any other purposes other than for those mentioned in this agreement and will not create any debts/mortgages/other charges using this association.

This Agreement represents the entire Agreement and supersede any and all previous agreements and understandings between the parties relating to the subject matter hereof, and may be amended only in writing, signed by both parties.

#### CONTACT INFORMATION

FIRST PARTY	SECOND PARTY
<b>Gurukula Kangri</b> (Deemed to be University)	<b>Hema Foundation</b>
Contact Details:	Contact Details: 7228001342
E-Mails: <a href="mailto:veoffice@gkv.ac.in">veoffice@gkv.ac.in</a>	E-Mail: <a href="mailto:admin@hemafoundation.org">admin@hemafoundation.org</a>
Web: <a href="https://gkv.ac.in">https://gkv.ac.in</a>	Web: <a href="http://www.hemavirtues.com">www.hemavirtues.com</a>

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and delivered by its duly authorized representative on the date mentioned above.

SIGNED and executed by and on behalf of Gurukula Kangri (Deemed to be University), Haridwar



(Prof. Roop Kishore Shastri)  
Vice-Chancellor

SIGNED and executed by and on behalf of Hema Foundation by



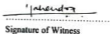
(Anita Maheshwari)  
Trustee & Creative Director  
and  
 23/12/2021  
(Dr. Chitu Agarwal)  
Trustee

in the presence of:

  
Signature of Witness

External Affairs Interface Cell (EAIC)

in the presence of:

  
Signature of Witness

MAHENDRA KABRA  
Name of Witness  
(block letters)